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and all others similarly situated

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

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Los Angeles, CA 90035

1 MACKENZIE ANNE THOMA,
2 a.k.a. KENZIE ANNE, an
3 individual and on behalf of all
4 others similarly situated,
5 Plaintiff,
6 v.
7 VXN GROUP, LLC, a Delaware
8 limited liability company; MIKE
9 MILLER, an individual; and DOES
10 1 to 100, inclusive,
11 Defendants.
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Case No. **2:23-cv-04901 WLH (AGR_x)**

**JOINT APPENDIX OF EVIDENCE
REGARDING DEFENDANTS'
MOTION FOR SUMMARY
JUDGMENT**

**VOLUME III of IV
Exhibits 49 – 63
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PLAINTIFF'S EVIDENCE

[Filed concurrently with: (1) Notice of Motion and Motion for Summary Judgment; (2) Joint Brief; (3) Joint Appendix of Facts; (4) Joint Appendix of Objections; and (5) Proposed Order]

Date: February 28, 2025
Time: 11:00 a.m.
Courtroom: 9B

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Dated: January 10, 2025

KANE LAW FIRM

By: /s/ Brad Kane

Brad S. Kane
Attorney for Defendants

Dated: January 10, 2025

BIBIYAN LAW GROUP, P.C.

By: /s/ Rafael Yedoyan

Rafael Yedoyan
Attorney for Plaintiff

EXHIBIT 49

1 A Yes.

2 Q Was anyone else featured in this scene?

3 A Yes.

4 Q Who was that?

5 A A male actor, performer.

6 Q Anyone else?

7 A I don't remember.

8 Q What was the name of the male actor performer?

9 MR. BROWN: Objection. Calls for class discovery.

10 Exceeds the scope of Phase 1 discovery.

11 THE WITNESS: I don't remember.

12 BY MS. COHEN:

13 Q So was there more than one scene that plaintiff
14 performed work for blacked.com?

15 A As we stated before, it would have been between one
16 and five Blacked scenes. I don't know that exact number.

17 Q Oh, that includes Blacked --

18 A Yeah, for Blacked Raw. I don't know the exact
19 number of scenes, or for Blacked.

20 Q Can you confirm that plaintiff performed work for
21 vixen.com?

22 A Yes.

23 Q Okay. What type of work was that?

24 A That was also shooting a sex scene.

25 Q Just one?

1 A She may have shot two, I don't know the exact number
2 of Vixen scenes.

3 Q It was maybe two?

4 A Yes.

5 Q So from Exhibit 2 you'll remember that plaintiff
6 was, dawning -- and just for the record, I'm showing the
7 witness Exhibit 2 -- dawning what looks like a bathing suit,
8 or a body suit, that contains the words Blacked on it four
9 times, and then a B in the middle. Do you see that?

10 A Yes.

11 Q Okay. And you confirmed earlier that this was the
12 Blacked -- one the Vixen's brands, Blacked. So I have a
13 question for you: Is vixen.com a brand of Vixen?

14 A Yes, of Vixen Group.

15 Q So if there was branding for vixen.com -- is there
16 branding for vixen.com?

17 MR. BROWN: Objection. Vague.

18 BY MS. COHEN:

19 Q Similar to how we have it for Blacked in Exhibit 2?

20 A What is the definition of branding?

21 Q Well, like any clothing, or like logo for vixen.com?
22 So you could decipher it from just Vixen as a whole?

23 A Yes.

24 Q Okay. So these two scenes, these, maybe, two scenes
25 that you said plaintiff did for vixen.com, were there any

1 still photographs taken?

2 A Yes.

3 Q When were those still photographs taken, in terms of
4 before the shoot, after the shoot?

5 A The photos would have been taken during the film
6 shoot.

7 Q During the film shoot?

8 A During the day, yes. During the same day.

9 Q During the same day?

10 A Yes.

11 Q Okay. What time of day -- strike that.

12 At what point in the production of day, and I'm
13 sorry if that's a little bit confusing, but if there's any
14 description you can give me of, like, you know, before the
15 sex scene started, after the sex scene ended, during the sex
16 scene?

17 A Clarify which shoot specifically.

18 Q This is the either one or the two that you were
19 referring to that she did for vixen.com?

20 A For the Vixen -- her first Vixen girl, girl, girl
21 scene photos.

22 Q Yeah, so I'm asking for -- I'm asking about any of
23 the shoots that -- either of the two shoots that you're
24 referring to that she did for Vixen's brand, vixen.com, when
25 were the still photographs taken?

1 A It's fair.

2 Q Okay. So when does the photographing, the still
3 photographing, of plaintiff begin?

4 A I'd estimate 9:00 a.m.

5 Q What happens between 7:00 a.m. and 9:00 a.m.?

6 A Actors are in hair and makeup.

7 Q So is this one of Vixen's departments that's doing
8 the hair and makeup for the actors?

9 A Hair, makeup, and wardrobe, yes.

10 Q So the performs don't come already ready, they're
11 hair and makeup is done for them by Vixen's hair and makeup
12 artists?

13 A For Kenzie, specifically, she requested a specific
14 Vixen hair and makeup artist that we work with.

15 Q For which shoot?

16 A For the Vixen girl, girl, girl scene. I believe it
17 was Kenzie's first shoot.

18 Q And is this one of the ones for vixen.com?

19 A Yes, it's a Vixen scene.

20 Q Okay. And which makeup artist was that that she
21 requested?

22 A Ozzy.

23 Q Did she make this request in writing?

24 A I don't know. I don't know.

25 Q How did she make the request?

1 A I can't confirm the medium, but any requests from
2 Kenzie would have been either communicated to us through her
3 agent representation, through e-mail, or conversation.

4 Q When did -- when was that -- when was the request
5 communicated to Vixen?

6 A Sometime prior to the shoot.

7 Q Was it made directly to you as an individual?

8 A I was not involved, as I was the post-production
9 supervisor, I think, at the time of that shoot.

10 Q So was the request made directly to you from
11 Kenzie's agent?

12 MR. BROWN: Asked and answered.

13 THE WITNESS: Not directly to me.

14 BY MS. COHEN:

15 Q Okay. How do you know about the request?

16 A I believe there were e-mails for -- I can't remember
17 exactly, but I know it was an exchange of e-mails or text
18 messages.

19 Q What did those communications contain -- actually,
20 strike that.

21 What were the communications between --

22 A I don't recall all of the names on the
23 communications.

24 Q Were they internal communications within Vixen?

25 MR. BROWN: Asked and answered.

1 A What I mean in conjunction includes that. But it
2 also includes that the photos were creatively in line with
3 the film and the scene, and used for promotion in conjunction
4 with the scene to promote the scene as well.

5 Q Okay. But on the same day there was still
6 photographing --

7 A On the same day.

8 Q -- and there was live filming?

9 A Yes.

10 Q Thank you.

11 Do you know when the -- when did the first meeting
12 occur between plaintiff and a representative of defendant?

13 A I don't know the exact date.

14 Q Okay. Did plaintiff -- you had mentioned contracts
15 throughout this deposition, before the first of those
16 contracts were entered into, did plaintiff meet with a
17 representative of defendant, whether in person or over the
18 phone?

19 A Before contracts were made -- can you restate the
20 question or --

21 Q Before plaintiff entered into the first contract
22 with Vixen, did she meet with a Vixen representative, whether
23 by phone or in person?

24 A I don't know.

25 Q Okay. In terms of entering into contracts with

1 performers, but we can focus on just plaintiff -- right?--
2 and if you need to refer to the first exhibit to refresh your
3 memory, we're going to be talking about Topics 1 and 2.

4 So I'll read No. 1: "Defendant's corporate
5 structure from November 2020 to September 2022, which is the
6 claim period as it relates to the management involved in the
7 configuration of Plaintiff's contracts and/or Plaintiff's
8 work for Defendants." Do you see that?

9 A I see that.

10 Q And then Topic No. 2: "Defendant's structure during
11 its claim period as it relates to the management involved in
12 the negotiation of Plaintiff's contract and/or Plaintiff's
13 work for Defendants."

14 A Yes, I see that.

15 Q Okay. So within the scope of these two topics, who
16 would be involved in the management of the negotiation of
17 plaintiff's contracts?

18 Let's start with that, who was involved with that?

19 A Mike Miller would have been involved in negotiation
20 of contracts.

21 Q Okay. What about drafting?

22 A Drafting would be Emilie Kennedy.

23 Q Okay. Is there anyone else involved in the drafting
24 of the contracts?

25 A No.

1 Q Okay. So who told plaintiff where the location of
2 the set would be, where she needed to show up?

3 A That would have been information in the call sheet
4 that she would have received.

5 Q From who?

6 A The casting department.

7 Q Okay. So the casting department puts on the call
8 sheet the location plaintiff is required to go to?

9 A Yes, the location is on the call sheet.

10 Q That's put together by Vixen's casting department?

11 A The call sheet is not put together by the casting
12 department. They send out the call sheet to talent.

13 Q Who puts the call sheet together that the casting
14 department sends out?

15 A The production team.

16 Q Of Vixen?

17 A Yes.

18 Q Okay. And does that call sheet include a call time?

19 A Yes.

20 Q Does the production department put the call time on
21 the call sheet?

22 A Yes.

23 Q Okay. And then is it the casting department that
24 sends it to plaintiff's agent?

25 A Yes.

1 Q And plaintiff's agent, I guess, presumably, provides
2 that to plaintiff?

3 A Correct.

4 Q And then plaintiff is expected to be at that
5 location, at the call time, that's set by the production
6 department on the call sheet?

7 A Yes.

8 Q Are there any other -- besides the call sheet, are
9 there any other, I guess, ways that Vixen communicates the
10 time that plaintiff needs to be at a location?

11 A It typically is within always the call sheet.

12 Q Okay. So tushyraw.com, what type of work did
13 plaintiff provide for Vixen for tushyraw.com?

14 A Filming a sex scene.

15 Q What about still photos, did plaintiff pose for
16 still photos for tushyraw.com?

17 A Yes.

18 Q What about slade.com, what type of work did
19 plaintiff perform for defendant for slade.com?

20 A A sex scene.

21 Q Were there also still photos that plaintiff posed in
22 for slade.com?

23 A Yes.

24 Q What about deeper.com, what type of work did
25 plaintiff perform for deeper.com?

1 A She performed, I think, multiple sex scenes or a sex
2 scene.

3 Q Did plaintiff pose for still photos for deeper.com?

4 A Yes.

5 Q What about tushy.com, we already covered Tushy Raw.
6 Tushy.com, what type of work did plaintiff perform for
7 defendants for tushy.com?

8 A She would have also completed a scene.

9 Q I'm sorry?

10 A She would have also completed a scene.

11 Q Okay. Did plaintiff pose for still photos for
12 tushy.com?

13 A Yes.

14 MS. COHEN: Okay. I'm going to introduce Exhibit 3, some
15 still photographs.

16 (Plaintiff's Exhibit 3 was marked for
17 identification.)

18 BY MS. COHEN:

19 Q So for the record, I have introduced Exhibit 3,
20 which is a photograph of plaintiff wearing what looks like a
21 cropped white T-shirt, dawning the word Vixen in black
22 capital letters across the front, and what looks like black
23 and white underwear dawning the letters Vixen in capital
24 letters across the waistband in white.

25 Do you recognize this photo, Ms. Lew?

1 Exhibit 3, Exhibit 4, Exhibit 2, what was the purpose of
2 these?

3 A To promote the scenes.

4 Q What do you mean by "promote the scenes"?

5 A To promote the scenes. And also for the members to
6 view the photos on the site as part of the scene. So to
7 promote the scene, maybe we would use it for a DVD cover for
8 the movie. We would promote it with the marketing department
9 to promote the scene release. Those are examples.

10 Q Are your DVDs free?

11 A No.

12 Q Are your subscriptions free?

13 A No.

14 Q All right. Next paragraph down, it's the fourth one
15 under, "Recitals."

16 A "Whereas performer agrees to provide her services on
17 a temporary exclusive basis for the duration of the term as
18 set forth in this agreement."

19 Q Can you explain to me what "exclusive basis" means?
20 We're still on Topic 18, Interpretation of the Contract.

21 What does that mean?

22 A It means that Kenzie would have shot certain films
23 for us prior to shooting with any other studios.

24 Q Okay. So until she shot them with Vixen, she
25 couldn't shoot them with other studios?

1 A Correct.

2 Q What previous owner were you referring to earlier,
3 by the way?

4 A Greg Lanski.

5 Q That Vixen in drafting the contract made the
6 decision to keep Greg Lanski's language in this contract?

7 A Yes.

8 Q Okay. Vixen had an opportunity to edit out the
9 language earlier that you said was from a previous owner's
10 vision?

11 A There was -- for us, this agreement, throughout the
12 previous owner's time with the company, there was never a
13 trigger to have to adjust it. It worked during the time
14 and --

15 Q Right. Okay. Makes sense.

16 A Yeah.

17 Q All right. Let's go down to the actual numbered
18 Paragraph 2, "Compensation." I'm going to read something for
19 you. Just the first couple lines: "Producer will pay
20 performer \$10,000 for performer's first girl/girl scene with
21 producer, which will include a three-way girl/girl/girl scene
22 to be shot in December 2020.

23 "Producer then has the option and right of first
24 refusal, but not the obligation during the term to pay
25 performer \$15,000 for performer's first boy/girl scene with

1 drafted their own contract. Okay. All right.

2 MR. BROWN: The witness has provided you with her answer
3 as to how she defines first right of refusal.

4 MR. KANE: Yeah.

5 BY MS. COHEN:

6 Q Can you go to numbered Paragraph 3.

7 A Okay.

8 Q Now, we're going to go onto Page 2, but it's just
9 this last sentence down here.

10 A Okay.

11 Q "These sexual acts may include the use of sexual
12 aids."

13 Do you see that?

14 A Yes.

15 Q What are sexual aids?

16 A Sexual aids, for example, could be toys, lubricants,
17 that could assist her sexual performance.

18 Q Okay. In your experience being in production and,
19 like, the vision, you know, for the scenes, are sexual aids
20 necessary to meet all the goals of that vision?

21 Like for example, let me rephrase, would the use of
22 sexual aids, kind of, be integrated into a scene, to
23 completing a scene?

24 A No, it's the performer's preference.

25 Q What do you mean by "performer's preference"?

1 A If they would like to use a sexual aid, they may or
2 may not want to.

3 Q Okay. What was plaintiff's preference?

4 A I know she requested certain lube. The name of the
5 brand escapes me at this moment, but a certain lube. There
6 was a certain dildo size she preferred.

7 Q So the way that it works is the performer will let
8 you guys know, look, this is what I prefer, this is what I
9 like to work with? And then how would Vixen facilitate that
10 request?

11 A We would purchase whatever those preferred sexual
12 aids would be, and make sure they are available to the actors
13 on set.

14 Q Which department is it that comes up with the ideas
15 for the scenes? And let's say, specifically, if ideas is a
16 little broad, whether sexual aids will be used or whether
17 props will be used in a scene?

18 A It's a collaboration between departments, production
19 management.

20 Q Which departments, production, and who, which one?

21 A The production departments. It's a collaboration
22 between the production departments and management to decide
23 if sexual aids would be needed or creative decisions.

24 Q Okay. So those are those subdepartments that you
25 mentioned earlier, one was script, one was casting? They're

1 like subdepartments of the production department; is that
2 correct?

3 A What's the question?

4 Q The -- you said production departments?

5 A Uh-huh.

6 Q And I'm just trying to confirm if there are
7 subdepartments within that such as script and --

8 A Correct, those that I listed earlier.

9 Q Okay. Those that you listed earlier. Got it.
10 Okay.

11 Did plaintiff ever bring her own sexual aids, or
12 were they always provided by Vixen?

13 A I don't know.

14 Q Did Vixen provide sexual aids to plaintiff at any
15 point during the claim period?

16 A Yes.

17 MS. COHEN: I'm going to introduce as Exhibit 6.

18 (Plaintiff's Exhibit 6 was marked for
19 identification.)

20 BY MS. COHEN:

21 Q Let's go to the first page of Exhibit 6.

22 A Yes.

23 Q Is that plaintiff?

24 A Yes.

25 Q Is that from a photo shoot of Vixen's?

1 A In the from the scene where the photos were shot,
2 yes.

3 Q So still photos in conjunction with scenes?

4 A Yes.

5 Q Great. And then the second page, who are these two
6 women here?

7 A Alina Lopez.

8 Q Is she on the left?

9 A On the left, Kenzie Anne in the middle, and Emily
10 Willis to the right?

11 Q Okay. And what scene -- let's go to the third page,
12 is this all three of the same women that were in the other
13 photo on Page 2?

14 A Yes.

15 Q Okay. And so this would be an example of still
16 photographs, in conjunction with something that was being
17 filmed right here, were they in action here?

18 A Yes.

19 Q Okay. Got it.

20 And then if you go back to the second page, this one
21 (indicating). Who provided these? Would you consider these
22 sexual aids? I'm going to just call them two black dildos,
23 who provided those for this scene?

24 A I don't know the exact person who purchased the
25 dildos. This would typically for props or sexual aids,

1 things like that. It could be any of the production
2 departments at that point.

3 Q Got it. Okay. Which scene was this? By the way,
4 what's the title of it?

5 A It was the Vixen, girl, girl, girl scene. The
6 collaboration or her first scene with us.

7 Q Got it. Eats. And then just have a couple of
8 questions about.

9 MS. COHEN: I'm going to introduce Exhibit 7.

10 (Plaintiff's Exhibit 7 was marked for
11 identification.)

12 BY MS. COHEN:

13 Q Do you recognize this document?

14 A I have not seen this document.

15 Q You have not seen this document.

16 Are you aware that Vixen produced this document in
17 discovery?

18 A I'm aware now.

19 Q What does this document look like to you?

20 A It looks like a document with many couches.

21 Q Do you recognize any of these websites?

22 A Yes.

23 Q What website is that? Well, I don't need you to
24 read it out, what I mean is -- does Vixen use this website?

25 A Yes.

1 Q For what purpose?

2 A Furniture rentals.

3 Q Is that prop furniture?

4 A It would be considered a prop or furnishing.

5 Q That's going to be used in the scenes?

6 A Correct.

7 Q Okay. Taking a closer look at the website, does
8 this give you an idea -- can you tell me who in the company
9 would have created this chart?

10 A The production design art department.

11 Q Okay. So this is the production design art
12 department choosing props for scenes?

13 A Providing options for scenes.

14 Q Providing options, got it. Okay.

15 And is there anybody else that would be involved in
16 putting together options for props for scenes, other than the
17 production department?

18 A In relation to Kenzie, or in general?

19 Q Either. Let's start with in relation to Kenzie?

20 A We -- Kenzie herself, or her agent, could provide
21 input. Or Chris Applebalm at the time could provide input.
22 The director could provide input.

23 Q But the creation of this chart, that would have been
24 by a production department, or subdepartment, which
25 subdepartment would it be in the production departments?

1 A The creation of this type of document --

2 Q Right.

3 A -- would be within the art department.

4 Q Art department. Got it.

5 A Art.

6 Q Okay. If we can go back to Exhibit 5, the
7 performance agreement?

8 A Yup.

9 Q So if you go to Page 2, and you go to Section 4,
10 it's entitled: "Hours and obligations for services.
11 Performer will provide the services on an as needed basis,
12 including nights, weekends, and holidays. Performer
13 understands and agrees that the filming session of the term
14 of this agreement may take up to 10 hours." What does "on an
15 as needed basis" mean?

16 A As we would look into scheduling shoots, there would
17 be dates that could be good dates to shoot the films. So
18 Kenzie would get offered those dates. And if she could not
19 work on those specific dates, we would find other dates to
20 work with. We would work in collaboration with her schedule.

21 Q Okay. So Vixen did everything to accommodate
22 plaintiff's schedule; right? There was never any issues with
23 plaintiff's availability?

24 A Sorry. That sounded like two, what's the question?

25 Q Were there ever any issues with plaintiff's

1 Q Right. Exactly. Right.

2 So you're restriking her to just doing photos and
3 short-form content on her social media; right?

4 A On her social media?

5 Q Right.

6 A Yes, on her social media.

7 Q The next part after that social media channel doing
8 live-cam shows with the exclusive Camsoda and live only fans
9 shows.

10 Why was plaintiff restricted from doing live webcam
11 shows on Camsoda?

12 A Camsoda was a company we just didn't want any
13 association with.

14 Q Okay. That's reasonable.

15 "Doing photo shoots and media appearances with any
16 other individual or entity." That's the next part under the
17 only fans shows.

18 So from what we've read so far, who are the -- who
19 are the third-party competitors that Vixen was concerned with
20 when Vixen was writing this restriction? Who are they?

21 A Brazzers, an example.

22 Q Okay.

23 A Adult time.

24 Q Adult time?

25 A Adult time.

1 THE WITNESS: In comparison to the first agreement, yes,
2 she could shoot with whomever she wanted to.

3
4 BY MS. COHEN:

5 Q Can you go to Page 3, Section 7.1, under,
6 "Exclusivity and Appearance," 7.1, is entitled, "Of Non
7 Exclusivity of Services."

8 "During the term of this agreement, performer will
9 provide services to producer on a non-exclusive basis.
10 However, performer will afford producer the right of first
11 refusal for performer's first anal scene. And will not shoot
12 an anal scene with any other producer or company until she
13 has filmed the first anal scene with producer, or the term
14 has expired, whichever is first."

15 Do you understand that?

16 A Yes.

17 Q Okay. Next: "Additionally, performer will remain
18 exclusive for anal only for three months from the date that
19 producer shoots performer's first anal scene, in order for
20 producer to release and promote the scene."

21 Do you understand this paragraph?

22 A Yes.

23 Q Can you explain to me how this means that plaintiff
24 can shoot with whoever she wants?

25 MR. BROWN: Objection. Vague.

1 THE WITNESS: She can shoot with whomever she wants,
2 aside from an anal scene. Anal scene is a specific act, not
3 a person.

4 BY MS. COHEN:

5 Q Okay. What if she wanted to do an anal scene with a
6 third-party competitor, that would be restricted her;
7 correct?

8 A We would want the first right of refusal.

9 Q So that's correct then? Is that a "Yes" to my
10 question?

11 MR. BROWN: Objection. Vague.

12 THE WITNESS: Again, first right of refusal is not
13 necessarily a restriction or prohibits her, but we would like
14 to have first right of refusal.

15 BY MS. COHEN:

16 Q What does that mean to you, first right of refusal?

17 MR. BROWN: Asked and answered.

18 BY MS. COHEN:

19 Q In terms of Performance Agreement No. 2, what does
20 first right of refusal mean? What's the definition?

21 MR. BROWN: Asked and answered.

22 THE WITNESS: If she came to us with an offer,
23 opportunity, to shoot her anal scene with another company, we
24 would have the right to accept it, or not, or match that
25 offer.

1 BY MS. COHEN:

2 Q So when you say "or not," you have the right to
3 disallow plaintiff from doing an anal scene with any other
4 company, with any company other than Vixen first?

5 MR. BROWN: Objection. Misstates prior testimony.

6 BY MS. COHEN:

7 Q Right?

8 A We should be presented the option to.

9 Q This gives you the right to refuse to allow
10 plaintiff to do an anal scene with a company other than Vixen
11 before she does it with Vixen; correct?

12 A Yes.

13 Q Thank you.

14 And I think this goes more into your expertise being
15 in production. And with your educational background, this
16 last sentence: Additionally, performer will remain exclusive
17 for anal early for three months from the date that producer
18 first shoots first anal scene, in order for producer to
19 release and promote the scene."

20 Let me ask you: Is this -- and again, I don't work
21 in the industry, so please educate me -- is this clause here
22 because Vixen anticipates it will need three months to edit,
23 to do things to edit in post, and come up with the final
24 product? And in that three-month period, Vixen is
25 redistricting plaintiff from doing anal with anybody else, in

1 order to give Vixen time to complete their editing and
2 release the final product. Is that what this is about?

3 A Generally, that's a decent summary, where the
4 post-production process and marketing process could take up
5 to three months to release a scene.

6 Q Okay. So the prohibition here in the contract is
7 plaintiff can't shoot anal with anybody else for three
8 months?

9 MR. BROWN: Objection. Misstates prior testimony.

10 BY MS. COHEN:

11 Q After the first anal scene is shot with Vixen, to
12 give Vixen time to get their final product out first?

13 A Yes.

14 Q Thanks.

15 Okay. So let's backtrack a little bit to the same
16 exhibit. Exhibit 12, Performance Agreement No. 2, Page 1,
17 under Section 1, Entitled Engagement.

18 I'll read it out for you: "Producer hereby
19 performer to act, model, and provide other services to
20 producer for producer's adult motion pictures, and
21 photographs for producer's brands and websites, vixen.com,
22 tushy.com, blacked.com, blackedraw.com, tushyraw.com,
23 deeper.com, and slade.com.

24 "Performer agrees to make herself reasonably
25 available to producer throughout the term of the agreement,

1 Q. Okay. But if VXN truly believed that it was
2 doing business with Plaintiff's loan-out companies when
3 the contract was drafted -- and again, you're the person
4 most knowledgeable in drafting of the contract -- why
5 isn't -- why weren't Kenzieland LLC or Lola March LLC
6 included as part of the contract?

7 A. We were doing business with Kenzieland and
8 Kenzie Anne. That was the collaboration and work
9 relationship throughout this agreement, was
10 collaborating with Kenzieland and Kenzie Anne as the
11 persona, the brand, the business. That's -- that's the
12 relationship that we -- and the persona of the business,
13 the brand we've collaborated with.

14 Q. Okay. When the contract was drafted -- and,
15 again the person you're the person most knowledgeable in
16 drafting of the contract -- why wasn't Kenzieland
17 included in the contract, then?

18 A. She was not on this date in the first agreement
19 incorporated at that time.

20 Q. Okay. What about the second agreement?

21 A. Mackenzie Thoma AKA Kenzie Anne.

22 Q. All right. So you agree, then, that none of
23 Plaintiff's contracts during the claim period mentioned
24 Kenzieland, Lola March LLC or Kenzieland LLC?

25 A. Within the contract, it does not state those

1 LLCs.

2 Q. So on what basis are you basing your testimony
3 that Mackenzie Anne Thoma, Kenzie Anne, is a brand of
4 these? Where do you -- how did you come to that -- how
5 did VXN come to that conclusion?

6 A. She had the agent representation which
7 signified her -- she had the -- her own business,
8 Kenzieland, which was information that was exchanged to
9 us from her agent, that she had a Kenzieland persona,
10 Kenzieland business, and that was who we collaborated
11 with.

12 Q. Okay. So you keep saying "Kenzieland." Again,
13 where in any of the contracts does it say that the
14 contract is between Kenzieland and VXN Media LLC -- VXN
15 Group, LLC?

16 MR. BROWN: Objection. Asked and answered.
17 Argumentative.

18 BY MS. COHEN:

19 Q. You keep saying "Kenzieland." So, I mean,
20 you're saying the company believed that, you know,
21 Kenzieland was, you know, a brand, it came from her
22 agent, that that was the business she was running. In
23 the drafting of the contract, why isn't Kenzieland a
24 contracting party?

25 A. In -- in the drafting of the first agreement,

1 examples -- if she had to cancel something, give an
2 alternative date within two weeks, and also she had to
3 be available for at least ten hours on set?

4 MR. BROWN: Objection. Compound question.
5 Vague.

6 THE WITNESS: That's a lot for me to unpack. I
7 mean . . .

8 BY MS. COHEN:

9 Q. We're just talking about restrictions on
10 schedule; right? There are restrictions on schedule in
11 her contracts?

12 A. To me, offering the performer to provide us
13 with a date is reasonably flexible where we would abide
14 by a date she would propose to shoot.

15 Q. Where does it say that? Where does it say
16 that?

17 A. "Performer will provide an alternative date."

18 Q. Performer. Do you know who the performer is?

19 A. Yes.

20 Q. So she's being required to provide an
21 alternative date by when? By when?

22 A. Within two weeks.

23 Q. Within two weeks. Not at her own discretion;
24 right?

25 A. Okay.

EXHIBIT 50

HOME

Who’s Covered?




All performers engaged in a music video are covered by the agreement, including actors, announcers, dancers, models, narrators, singers and stunt performers. Choreographers and assistant choreographers are covered for purposes of health and retirement contributions only. Up to ten (10) Background Actors are covered for budgets over \$50,000. This agreement does not include instrumental musicians.

Include Step No Step No 1 Sort Order 1

Screen Actors Guild - American Federation of Television and Radio Artists

5757 Wilshire Boulevard, 7th Floor
Los Angeles, California 90036

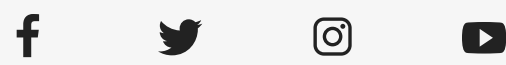
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EXHIBIT 51

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Attorneys for Plaintiff, MACKENZIE ANNE THOMA,
and on behalf of herself and all others similarly situated

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MACKENZIE ANNE THOMA, a.k.a.
KENZIE ANNE, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

VXN GROUP LLC, a Delaware limited
liability company and MIKE MILLER,
an individual;

Defendants.

CASE NO: 2:23-cv-04901-WLH
(AGRx)

**DECLARATION OF RAFAEL
YEDOYAN**

DECLARATION OF RAFAEL YEDOYAN

I, Rafael Yedoyan, declare and state:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am an attorney with Bibiyan Law Group, P.C, counsel of record for plaintiff Mackenzie Anne Thoma (“Plaintiff” or “Ms. Thoma”) and all others similarly situated and aggrieved. As such, I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

2. On December 31, 2024, I accessed the SAG-AFTRA Union website with the following URL:

<https://www.sagaftra.org/who%E2%80%99s-covered#:~:text=https%3A%2F%2Fwww.sagaftra.org,health%20and%20retirement%20contributions%20only>. A true and correct copy of the page this link leads to is attached to the joint exhibits list as “**Exhibit 50.**” Here, SAG-AFTRA states that models qualify for membership in the SAG-AFTRA union.

3. On December 31, 2024, I accessed one of the websites owned by Defendants. This specific website is dedicated to the individuals that Defendants crown as “Vixen Angels.” I accessed this website with the following URL: <https://www.vixenangels.com>. The website states that Vixen Angels are “iconic artists that break down walls and defy stereotypes.” A true and correct copy of the page this link leads to is attached to the joint exhibits list as “**Exhibit 54.**”

4. On December 31, 2024, I accessed the Instagram with the name “vixenofficial.” This Instagram account purports to be the “Official Instagram of Vixen.” I accessed this Instagram account with the following URL: <https://www.instagram.com/vixenxofficial/>. On this Instagram account, Defendants contend to be a “Global Entertainment & Lifestyle Brand” that is “In Pursuit of Pleasure.” A true and correct copy of the page this link leads to is attached to the joint exhibits list as “**Exhibit 55.**”

1 5. On December 31, 2024, I accessed the Threads.com account with the
2 name “vixenofficial.” This Threads.com account purports to be the “Official Threads
3 of Vixen.” I accessed this Threads account with the following URL:
4 <https://www.threads.net/@vixenxofficial>. On this Threads.com account, Defendants
5 contend to be a “Global Entertainment & Lifestyle Brand” that is “In Pursuit of
6 Pleasure.” A true and correct copy of the page this link leads to is attached to the joint
7 exhibits list as “**Exhibit 56.**”

8 6. On December 31, 2024, I accessed two websites that linked from
9 Defendants’ Instagram, Threads.com, and Twitter accounts. These are websites where
10 Defendants sell merchandise. The two URLs I used to access these websites are as
11 follows: <https://www.vixenangels.com/vixenangels> and <https://vixenbrand.com>. A
12 true and correct copy of the pages these links lead to are attached to the joint exhibits
13 list as “**Exhibit 57.**”

14 7. On December 31, 2024, I accessed two websites that linked from
15 Defendants’ Instagram, Threads.com, and Twitter accounts. These are websites where
16 Defendants sell merchandise. These websites also show that Defendants models,
17 including two individuals who appear as “Vixen Angels,” are modeling merchandise
18 that is sold by Defendants. The two URLs I used to access these websites are as
19 follows: <https://www.vixenangels.com/vixenangels> and <https://vixenbrand.com>. A
20 true and correct copy of the pages these links lead to are attached to the joint exhibits
21 list as “**Exhibit 58.**”

22 8. On December 31, 2024, I accessed the aforementioned websites above.
23 These are websites where Defendants sell merchandise. On the “vixenbrand” website,
24 on the top left of the webpage, there is a dropdown list entitled “women.” In the
25 dropdown is a list of clothes sold by Defendants. This includes swimwear, intimates,
26 apparels, and accessories. The URL to this webpage is as follows:
27 <https://vixenbrand.com>. A true and correct copy of some of the products sold on
28 Defendants website are attached to the joint exhibits list as “**Exhibit 59.**”

9. On December 31, 2024, I accessed the X.com (formerly Twitter.com) account with the name “@VIXEN.” This X.com account purports to be the “source on everything VIXEN.” I accessed this X.com account with the following URL: <https://x.com/vixen>. On this X.com account, Defendants have a link to a website they sell merchandise and advertises some of this merchandise. A true and correct copy of the page this link leads to is attached to the joint exhibits list as **“Exhibit 60.”**

I declare under penalty of perjury that the foregoing is true and correct.
Executed on this 31st of December, at Los Angeles, California.

/s/ Rafael Yedoyan
Rafael Yedoyan

EXHIBIT 52

1 Q And what would be the reason that you no
2 longer use those platforms?

3 A The reason to leave a platform is lack of
4 traffic.

5 Q And when you say "lack of traffic," is it fair
6 to say that you also mean lack of revenue?

7 A Yes, traffic equates to revenue.

8 Q Okay. Which of those platforms generates the
9 most traffic for you?

10 A Over time it would be OnlyFans.

11 Q And prior to your work with Vixen how much
12 revenue would you estimate that you made camming in a
13 monthly period?

14 A Roughly 50,000 a month.

15 Q And this is prior to your starting to work
16 with Vixen?

17 A Yes, sir.

18 Q Okay. And were you also camming during the
19 time in which you were working with Vixen?

20 A No, sir because I was asked not to.

21 Q Who asked you not to?

22 A That would've been Mike Miller or whoever
23 drafted up my contract with Vixen.

24 Q Whoever drafted the contract?

25 A Mh-hmm.

1 Q And to your awareness, to your knowledge, that
2 was a restriction in your contract that you could not
3 cam on your own behalf?

4 A It absolutely was.

5 Q And do you recall there being any negotiations
6 on that point?

7 A No, sir. I do not.

8 Q So I just want to clarify. Did Mike Miller
9 specifically instruct you that you could not cam while
10 you were under contract with Vixen?

11 A I am not sure who at Vixen had instructed me
12 not to, but I was not allowed to cam -- make content
13 longer than five minutes solo or with another
14 individual. So I was restricted in my personal income
15 to be contracted with Vixen.

16 Q And so because you had that belief, you did
17 not cam the entire time that you were under contract
18 with Vixen; is that correct?

19 A Yes.

20 Q Okay. So before when I asked you about your
21 reasons for entering into the adult entertainment space,
22 you declined to answer that question. Is there a reason
23 in comparison to the mainstream modeling industry that
24 you were in, is there a reason that you -- let me
25 rephrase this question.

Page 22

1 We are on the record.

2 THE OFFICER: Counsel, before we went off
3 the record, your previous question was, "It's correct
4 that you were in the mainstream modeling business prior
5 to adult entertainment; is that correct?"

6 MR. BROWN: Okay.

7 BY MR. BROWN:

8 Q Let's transition. You said before that prior
9 to your working with Vixen, you were camming; is that
10 correct?

11 A Yes.

12 Q And was camming the main source of your income
13 at that time?

14 A No, it was not.

15 Q So there was another source of income that was
16 generating more than 50,000 per month for you besides
17 camming?

18 A At the time I had various jobs. I actually
19 was also a hairdresser, but I was hired for many
20 modeling jobs, commercials, etcetera.

21 Q Okay. What kind of modeling jobs?

22 A Clothing brands. I did a lot of wholesale
23 clothing. I'd worked with Playboy, with Penthouse.

24 Q Okay. And so that work, the mainstream
25 modeling for clothing brands, the modeling for Playboy

Page 25

1 and Penthouse generated more than 50,000 per month for
2 you?

3 A At the time things were not always consistent.

4 Q And were they inconsistent on the camming
5 side, or were they inconsistent on the modeling side?

6 A The reason I'm having a hard time answering
7 that is because the modeling part of it was -- I guess
8 can you rephrase the question?

9 THE WITNESS: What is happening on here
10 now?

11 MR. BROWN: Are we good?

12 BY MR. BROWN:

13 Q Just to clarify. Prior you stated that you
14 were making around -- prior to working with Vixen you
15 were making around \$50,000 a month via camming. And I
16 asked you if that was your main source of income prior
17 to working for Vixen.

18 A I would say that both were equally sources of
19 income.

20 Q So you made roughly \$50,000 per month modeling
21 just as you made roughly 50,000 a month in camming?

22 A The answer would be sometimes for both.

23 Q Sometimes in modeling you would pull down
24 \$50,000 a month, sometimes in camming you would pull
25 down \$50,000 a month?

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1 A I don't understand that question.

2 Q You said that they were limited. What did you
3 mean by limited?

4 A Why would Vixen limit the money I couldn't
5 make --

6 Q Let me rephrase. Let me rephrase. So you
7 said that the contract with Vixen prohibited you from
8 camming on your own behalf; is that correct?

9 A Yes.

10 Q And you said that you were okay with entering
11 into a contract with Vixen that would restrict you
12 camming because there were other aspects of those
13 streaming platforms that you could utilize; is that
14 right?

15 A Yes.

16 Q What other aspects of those cam sites did you
17 utilize?

18 A The messaging system.

19 Q Can you explain how that works?

20 A Each site runs a little differently. So the
21 answer is not straightforward. They're locked messages,
22 locked wall posts, subscriptions.

23 Q Okay. And your contract with Vixen did not
24 prohibit you from engaging in those aspects of the cam
25 sites?

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1 BY MR. BROWN:

2 Q You testified -- is it correct that you
3 testified earlier that although the contract -- you
4 understood that the contract with Vixen restricted your
5 ability to cam, that there were other aspects of those
6 platforms that you were able to use?

7 A Yes, there were some aspects of the websites I
8 was allowed to use.

9 Q And which aspects of those platforms did you
10 use?

11 A It was limited, but it was messaging and
12 posting locked content, which I was not allowed to
13 exceed five minutes or have another person in the video
14 with me.

15 Q Who communicated the restriction on the length
16 of content that you were able to post to five minutes?

17 A I can't remember.

18 Q Do you recall a specific conversation in which
19 that was communicated to you?

20 A It was something that was in conversation, not
21 in -- I guess while we put the contract together. So
22 there are things that had been said for multiple people
23 and I'm not sure where the source was, whether it was
24 Miller or Moz.

25 Q And when you say "Moz," you mean Mike Moz?

Page 35

1 Q Did you have career goals in mind?

2 A I had an idea of what I wanted, such as
3 campaigns for companies I wanted to be a part of. It --
4 it was more of just an idea of getting -- the goals are
5 -- are vague because they come and go with who you're
6 around.

7 Q Can you recall at the time that you decided to
8 begin performing sex acts on camera for adult
9 entertainment studios what your goals were?

10 A At the time it was sexual liberation.

11 Q And what do you mean by "sexual liberation"?

12 A I mean I wanted to have sex on camera.

13 Q During your time working for adult
14 entertainment studios, did you view yourself as typical
15 amongst other performers?

16 MS. COHEN: Objection. Vague.

17 A Yes, I did.

18 Q Why did you view yourself as typical amongst
19 other performers?

20 A Because I didn't know any better.

21 Q Do you know better now?

22 A No, I don't.

23 Q Is there anything about you in comparison to
24 other adult performers that you consider unique?

25 A That's such a vague question. My name is

1 Q Did anyone else besides Sid Vision or Dave
2 Rock or Ryan Kona influence you to bring this lawsuit?

3 A Yes, Vixen.

4 Q What's your relationship with Chris Applebaum?

5 A I have known Chris Applebaum -- I was probably
6 22, 23. He is the owner of a website called Eats. It's
7 just sexy girls eating food, and I had worked with him a
8 lot.

9 Q How'd you first meet him?

10 A For a shoot where I ate ice cream.

11 Q And how did you come to be on that shoot?

12 A Through Instagram.

13 Q So did he see you on Instagram and solicit you
14 to come for that shoot, or did it work the other way
15 around?

16 A I don't remember.

17 Q Around what time would that have been?

18 A I mean the timeline of me being 22, my early
19 twenties, I guess maybe like 2016.

20 Q Okay. Who directed your first scene with
21 Vixen?

22 A Chris did under the name of Halston.

23 Q And did you play any part in Chris Applebaum
24 being the director for your first Vixen scene?

25 A I am not sure.

1 Q Always?

2 A Yeah.

3 Q Did you ever read a script, and you didn't
4 like it?

5 A Yes.

6 Q What would you do if you didn't like the
7 script?

8 A I would try to suggest something different to
9 be done to whoever was directing that day.

10 Q Would you suggest it to them in an email or a
11 phone call or when you got to set?

12 A When I got to set.

13 Q Was any director ever receptive to the changes
14 that you wanted to make to the scripts?

15 A Typically, no. They were always set in how
16 they wanted things done.

17 Q Did they listen to your complaints?

18 A If I said things out loud, I think there were
19 ears listening, yes.

20 Q Were you ever forced to like reshoot a scene
21 because the director didn't like your performance on a
22 certain scene?

23 A I had been -- do you mean in the case of
24 leaving and coming back?

25 Q I mean in the case of -- for example, they

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1 Q Why did you go to Joshua Tree?

2 A To shoot for like 15 hours unpaid and burn my
3 feet off.

4 Q Did you have any input in the decision to go
5 to Joshua Tree?

6 A I had some input in how I wanted the photos to
7 look.

8 Q Did you suggest a location in Joshua Tree?

9 A No.

10 Q No?

11 A No.

12 Q Do you know whose idea it was to have a shoot
13 in Joshua Tree?

14 A It would've been -- I'm not really sure,
15 honestly. There's a lot of people involved on that
16 shoot.

17 Q Did you ever indicate to anyone that you
18 wanted to go to Joshua Tree?

19 A No. I hate the desert.

20 Q How did you get there?

21 A I drove in my car.

22 Q Did you go with anybody else?

23 A I went with a stylist named Haley Camille.

24 Q And did you have any input on the actual
25 location of this production in Joshua Tree?

1 A I'm going to answer this for the third time.
2 No, I did not.

3 Q Let me be more specific. Did you have any
4 input on the building that the production took place in?

5 A They showed me a picture of a cool building
6 and I said, "That's cool."

7 Q Okay. Did you weigh in -- or was your opinion
8 asked for the artistic direction or creative direction
9 in connection with that shoot?

10 A As a model I am expected to perform the
11 creative direction that I see with a photographer. That
12 relationship, when something works, a pose works, when
13 lighting is pretty, when I know my good angles, to that
14 degree, yes.

15 Q What about prior to actually doing the work,
16 would you have any input as to the way you wanted it to
17 look prospectively?

18 A They showed me a couple different styles,
19 which was like, they had like a mockup of what would be
20 like a mood board, I guess you could say. And they had
21 me select my favorites.

22 Q Okay. Did you have any input in the wardrobe
23 that you wore that day?

24 A No, because it was a Vixen branded wardrobe.
25 So everything I wore had Vixen on it.

1 A Really closely after Kenzieland. I had
2 realized that there's a lot of personal information when
3 you have an LLC and that it should not be related to
4 your business. So I had -- a lawyer at the time advised
5 me to get a new LLC and sort of just stop using
6 Kenzieland.

7 Q And so what was the purpose behind forming
8 Lola March, LLC?

9 A The safety of where I lived and where I
10 regulated.

11 Q I see. So you wanted to use Lola March, LLC
12 as a buffer between your personal information and
13 business?

14 A Yes.

15 Q And what did Lola March, LLC do?

16 A It served as a method for people to pay me so
17 I could do my taxes as an independent contractor.

18 Q Are you familiar with the term "loan out
19 company"?

20 A No.

21 Q Okay. Is Lola March still active?

22 A Yes.

23 Q Did Lola March to your knowledge file a
24 separate tax return?

25 A Yes.

1 You can answer.

2 THE WITNESS: I did answer. You were
3 talking over me.

4 I said, yes. That is how I was directed
5 by multiple people on set.

6 BY MS. COHEN:

7 Q Okay. So when you first arrived on set, what
8 was -- can you just in general, or on an average day
9 that you would arrive on scene, what was one of the
10 first things that Vixen or a director or Mike Miller
11 instructed you to do?

12 MR. KANE: I'm going -- objection. Vague
13 and ambiguous and compound.

14 A When I got to set, I was requested to get into
15 hair and makeup and was typically given my script or the
16 contract, W-9 for the day.

17 Q Okay. And once your hair and makeup were done
18 and you reviewed your script, would you go immediately
19 to start performing the scene, or was there something
20 that was required of you first before the filming began?

21 A There was never -- I never went straight into
22 a scene. I always had like six hours of photo shoots,
23 which didn't typically involve the scene. Sometimes it
24 was split, but I'd be put in Vixen merchandise and shot
25 for their graphic tee brand, like panties, bra, whatever

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1 else. And then later on moved into what could
2 potentially be my -- my set wardrobe. Sometimes it
3 wasn't, sometimes it was just extra promo for Vixen.
4 Eventually, I want to say six, seven hours down the line
5 is when we would start filming sex.

6 Q Okay. Six, seven hours. So would you say it
7 was anywhere between six and seven hours before you even
8 got to any of the actual acting?

9 A Yes.

10 Q Okay. And then on average, how long would the
11 acting last in comparison to everything else you had to
12 do?

13 A Script run through was always like an hour.
14 Sex was less than an hour.

15 Q Okay. So out of approximately like an
16 eight-hour day, only one hour was the actual acting?

17 A Yes, except that it was way longer than eight
18 hours.

19 MR. KANE: Just object to leading
20 question but go ahead.

21 BY MS. COHEN:

22 Q So earlier in your testimony, I think there
23 was a little bit of a dispute over what you would
24 consider adult entertainment. Is that correct?

25 A Yes.

1 MR. KANE: Objection -- object to
2 relevance, but.

3 THE WITNESS: No, they did not.

4 BY MS. COHEN:

5 Q Okay. So going back to the specific
6 instructions that were given to you that we were
7 discussing earlier regarding the control over the
8 scenes, your outfit, the timing of the scenes, your hair
9 color, your nail color, all the personal grooming
10 requirements. In relation to that, what about your
11 sexual partners during the scene? So my question is,
12 did you have any freedom of choice as to who your sexual
13 partners would be during the scenes?

14 A Only for my first two scenes I got to choose
15 my partners I performed with.

16 Q Okay. But other than those two scenes, those
17 were completely selected and controlled by Vixen?

18 A It was so much in fact that my agency actually
19 had a no list. And when I had showed up to a shoot in
20 Turks and Caicos, somebody was on -- who was on my no
21 list was performing with me, and I was given no option
22 to not perform with him.

23 Q Did you object when you realized that the
24 person on the no list was the person on the scene at
25 Turks and Caicos? Did you object?

Page 150

1 A Yes, I did.

2 Q And what was the result of that? Did Vixen
3 give you the opportunity to not perform the scene?

4 A No. In fact, they tried to convince me it was
5 the -- I was not thinking of the right person when I had
6 the man's name and photo in front of me.

7 Q Okay. And ultimately because of those actions
8 of Vixen, would you say -- what happened? Did you
9 perform the scene with that person that was on the no
10 list?

11 A I did perform with him.

12 Q So I just want to ask you a couple of
13 questions about the LLCs that were discussed earlier.
14 So earlier Mr. Brown had asked you about Kenzieland, do
15 you recall?

16 A Yes.

17 Q Okay. Was Kenzieland ever an LLC?

18 A Kenzieland became an LLC after I became a
19 Vixen contract star. I --

20 Q Sorry, I didn't hear the middle of that.

21 A So Kenzieland became an LLC after I had become
22 a Vixen contract star. I ran Kenzieland my business --
23 I ran Kenzieland my business without an LLC because I
24 didn't know any better and it was recommended to me to
25 continue to work to have an LLC. And that was where

1 Kenzieland, LLC was created. And the Lola March
2 happened afterwards to protect my personal information
3 for Kenzieland.

4 Q So you created Kenzieland before it was just
5 the brand, not an LLC, it became an LLC while you were
6 contracted with Vixen?

7 A Yes. Yes.

8 Q Okay. Did Vixen require you to maintain an
9 LLC in order to get paid for your work?

10 A They -- Vixen had told Dave Rock and Ryan Kona
11 to advise me to get an LLC for payment or I couldn't
12 work.

13 Q Okay. So if you wanted to perform work for
14 Vixen, you had to have these LLCs?

15 A Yes.

16 MS. COHEN: Okay. I don't have any more
17 questions.

18 Counsel.

19 EXAMINATION

20 BY MR. KANE:





21 Q Good afternoon.

22 A Good afternoon.

23 Q My name is Brad Kane. I also represent the
24 defendants in this action. And you mentioned a few
25 minutes ago that Mike Miller had ideas about the scene;

Page 152

EXHIBIT 53

Vendor No.     Quickbooks ID

Name

[1. Main](#)
[2. Additional](#)
[3. Statistics](#)
[4. Summary](#)
[5. History](#)
[6. Invoices](#)
[7. Transaction](#)

Invoice No.	Inv Date	Inv Due Date	Curr	Amount	Balance	Comment
071522	7/15/2022	7/15/2022	USD	5,000.00	0.00	7/15 Kenzie Ann
052322	5/23/2022	5/23/2022	USD	1,500.00	0.00	5/23 Kenzie Anne
040322	4/3/2022	4/3/2022	USD	5,000.00	0.00	4/3 Kenzie Anne
121121	12/11/2021	12/11/2021	USD	4,000.00	0.00	12/11 Kenzie Anne
121121ADJ	12/11/2021	12/11/2021	USD	1,000.00	0.00	12/11 Kenzie Anne (Add on short pay)
103021	10/30/2021	10/30/2021	USD	5,000.00	0.00	10/30 Kenzie Anne
072921	7/29/2021	7/29/2021	USD	3,100.00	0.00	7/29 Kenzie Anne
072821	7/28/2021	7/28/2021	USD	1,500.00	0.00	7/28 Kenzie Anne
062921	6/29/2021	6/29/2021	USD	1,500.00	0.00	6/29 Kenzie Anne
050621	5/6/2021	5/6/2021	USD	3,500.00	0.00	5/6 Kenzie Ann
050521	5/5/2021	5/5/2021	USD	190.00	0.00	5/5 Kenzie Anne: Testing Reimbursement
050521DIAL...	5/5/2021	5/5/2021	USD	500.00	0.00	5/5 Mackenzie Thoma
040121	4/1/2021	4/1/2021	USD	3,000.00	0.00	4/1 Kenzie Anne
022721	2/27/2021	2/27/2021	USD	15,000.00	0.00	2/27 Kenzie Anne
120920	12/9/2020	12/9/2020	USD	10,000.00	0.00	12/9 Kenzie Anne

EXHIBIT 54

VIXEN ANGEL

VIXEN has chosen iconic artists that break down walls and defy stereotypes. Women with incomparable charisma that inspire women around the world with their passion and strong personalities. Discover their incredible personalities through their exclusive Vixen Angel shoots, and behind the scenes.

VIEW ALL VIXEN ANGELS

EXHIBIT 55



vixenxofficial



Follow

Message




1,103 posts

2.7M followers

483 following

VIXEN

 vixenxofficial

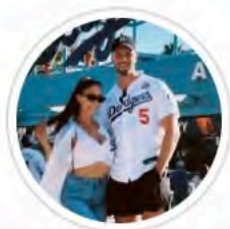
Brand

In pursuit of pleasure. Official Instagram of VIXEN, a Global Entertainment & Lifestyle Brand

 vixenangels.com + 1



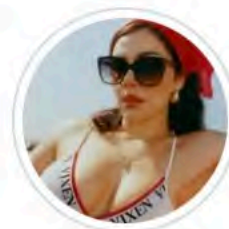
 VA PARIS



 WORLD ...



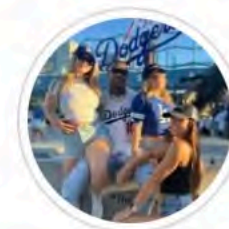
 F.S.F.



 VA ITALY



 RED LIGHT



 LA DOD...



 OC FAIR

EXHIBIT 56



vixenxofficial

VIXEN

vixenxofficial threads.net



In pursuit of pleasure. Official Threads of VIXEN, a Global Entertainment & Lifestyle Brand

224K followers · vixenbrand.com



EXHIBIT 57

HOME VIXEN ANGELS BLOG SHOP

The logo for VIXEN Angel. The word "VIXEN" is in a large, bold, white serif font. Below it, the word "Angel" is written in a smaller, red, cursive script font.

HOME

WOMEN



MENS



BLACKED

SALE

Page 652 of 857 _ Joint MSJ Appendix

Case 2:23-cv-04901-WLH-AGR

Document 133-5
Page ID #:5271

Filed 01/10/25

Page 70 of 119

Page 70 of 119

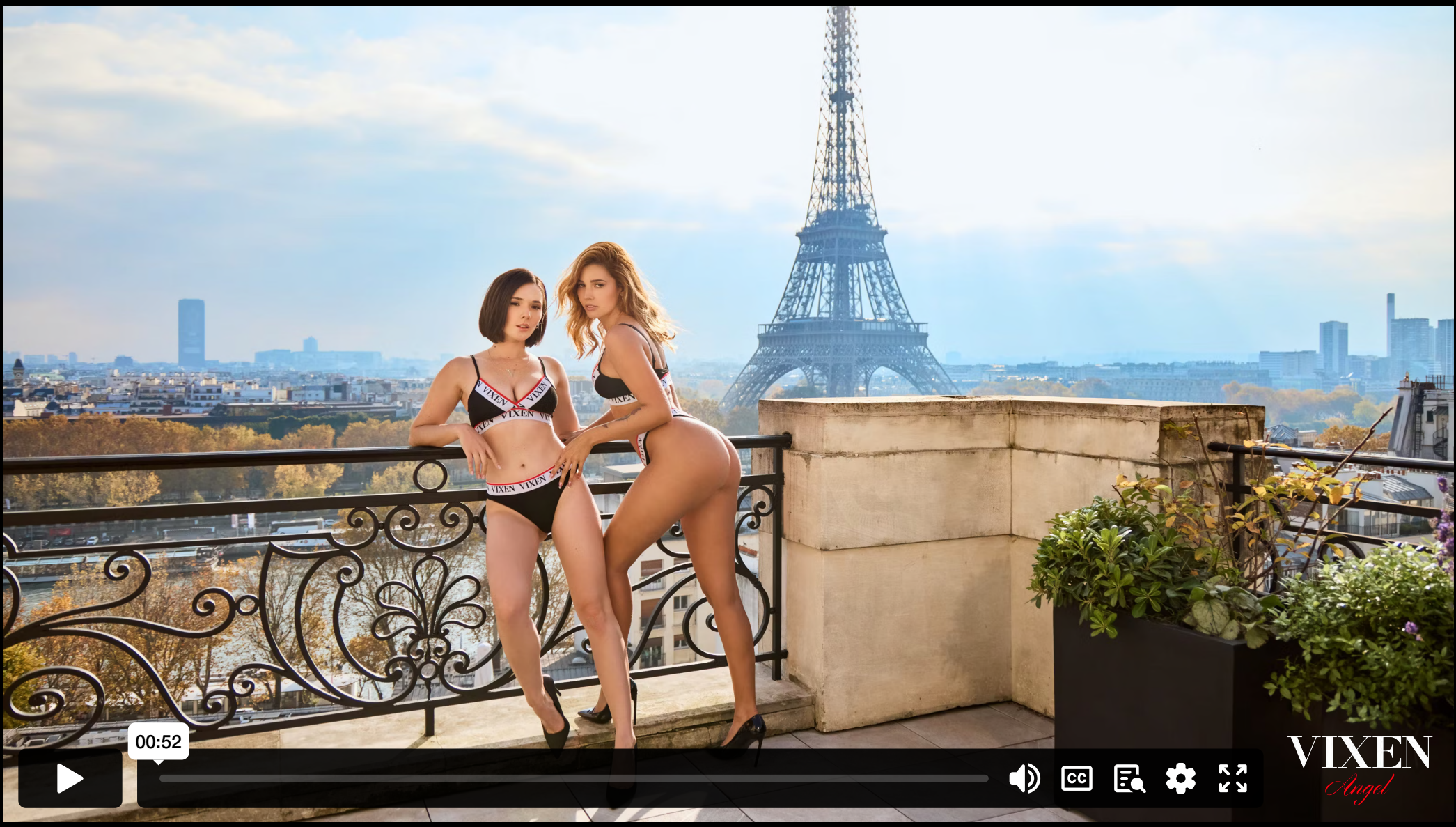
Search



EXHIBIT 58



NEWEST VIXEN ANGELS
EVE SWEET & AGATHA VEGA



VIXEN ANGEL

VIXEN has chosen iconic artists that break down walls and defy stereotypes. Women with incomparable charisma that inspire women around the world with their passion and strong personalities. Discover their incredible personalities through their exclusive Vixen Angel shoots, and behind the scenes.

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Email Address

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SHOP BLACKED



EVE SWEET & AGATHA VEGA

VIXEN

SHOP NOW



Angel

EXHIBIT 59



SALE

VIXEN ONE PIECE SWIMSUIT
\$30.00 ~~\$60.00~~



SALE

VIXEN ONE PIECE SWIMSUIT
\$30.00 ~~\$60.00~~



SALE

VIXEN SPORTS BRA
\$12.50 ~~\$25.00~~



SALE

VIXEN BIKER SHORTS
\$14.00 ~~\$28.00~~



SALE



SALE



SALE

VIXEN JACQUARD SWIM ONEPIECE
\$25.00 ~~\$50.00~~



SALE

VIXEN JACQUARD SWIM TOP
\$15.00 ~~\$30.00~~



SALE

VIXEN JACQUARD SWIM BOTTOM
\$15.00 ~~\$30.00~~



SALE

VIXEN OG SWIM TOP
\$15.00 ~~\$30.00~~



SALE



SALE



SALE



SALE



VIXEN ICON BRALETTE
\$45.00



VIXEN ICON THONG PANTY
\$45.00



VIXEN ICON BRALETTE
\$45.00



VIXEN ICON THONG PANTY
\$45.00



EXHIBIT 60



12.4K posts



VIXEN



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📁 Movie Studio 📍 Los Angeles, CA 🔗 vixen.com 📅 Joined February 2016

220 Following 506.5K Followers

Not followed by anyone you're following



Blacked Sports Bra - XS / ...

\$35.00



Blacked Tho



\$35.00

EXHIBIT 61

From: Moz [REDACTED]
Subject: Fwd: VMG Destination Shoots - Emily Willis & Kenzie
Date: February 7, 2022 at 11:51 AM
To: Mike [REDACTED] Steve [REDACTED]

----- Forwarded message -----
From: Ryan Kona <ryan@motleymodels.com>
Date: Wed, Feb 2, 2022 at 7:45 AM
Subject: Re: VMG Destination Shoots - Emily Willis & Kenzie
To: Jana [REDACTED]
CC: Julia [REDACTED] Julia [REDACTED] Moz [REDACTED]

Ryan Kona
Talent Agent
702-528-5980
ryan@motleymodels.com

From: Jana [REDACTED]
Sent: Wednesday, February 2, 2022 7:43:33 AM

To: Ryan Kona <ryan@motleymodels.com>
Cc: Julia [REDACTED] Julia [REDACTED]
[REDACTED] Moz [REDACTED]
[REDACTED] - Emily Willis & Kenzie

Ok thank you - and LAX is the airport of departure and return for both, correct ?

Jana

On Wed, Feb 2, 2022 at 10:23 Ryan Kona <ryan@motleymodels.com> wrote:
Business class is preferred but since you are paying for travel they can do economy

Ryan Kona
Talent Agent
702-528-5980
ryan@motleymodels.com

From: Jana [REDACTED]
Sent: Wednesday, February 2, 2022 7:18:20 AM

To: Ryan Kona <ryan@motleymodels.com>
Cc: Julia [REDACTED]
[REDACTED] Moz [REDACTED]
Subject: Re: VMG Destination Shoots - Emily Willis & Kenzie

Good morning Ryan,

Wanted to check if for models they require business class travel or if economy is ok ?

Thank you very much ,

Jana

On Tue, Feb 1, 2022 at 19:40 Ryan Kona <ryan@motleymodels.com> wrote:
Please reach out to us in regards to any information that is needed prior to their travel date and will coordinate contact into with driver, crew etc right before they leave

Ryan Kona
Talent Agent
702-528-5980
ryan@motleymodels.com

From: Jana [REDACTED]
[REDACTED] February 1, 2022 4:34:12 PM

017113

To: Ryan Kona <ryan@motleymodels.com>
Cc: Julia [REDACTED]
[REDACTED] Moz [REDACTED]
Subject: Re: VMG Destination Shoots - Emily Willis & Kenzie

Thank you very much for the passports .

If you could also kindly share the girls phone numbers , so I can reach out to them with everything else we need them to be prepared for, including full tests , COVID tests , need to check if they are vaccinated , have their nails done short and nude , bring second ID for signing documents, plus of course coordinate the travel , help them find their way at the airport and organize pick up upon arrival, be in touch regarding any possible flight delays.
We have our driver who would pick them up from the airport upon arrival.
A lot of planning goes into these travel productions:)

Kind regards,

Jana [REDACTED]

On Tue, Feb 1, 2022 at 19:17 Ryan Kona <ryan@motleymodels.com> wrote:
Hey Jana,

Here's their passports

Ryan Kona
Talent Agent
702-528-5980
Ryan@motleymodels.com

From: Jana [REDACTED]
Sent: Tuesday, February 1, 2022 11:15:42 AM

To: Ryan Kona <ryan@motleymodels.com>
Cc: Julia [REDACTED]
[REDACTED] Moz [REDACTED]
Subject: Re: VMG Destination Shoots - Emily Willis & Kenzie

Hi Ryan,

We would like to proceed arranging the flights for the models , can I please have their phone number so I can reach out and ask for the passport photo , and we can coordinate the travel.

Thank you

Jana

On Mon, Jan 31, 2022 at 17:33 Ryan Kona <ryan@motleymodels.com> wrote:
100 for each scene

Ryan Kona
Talent Agent
702-528-5980
Ryan@motleymodels.com

From: Jana [REDACTED]
Sent: Monday, January 31, 2022 2:32:00 PM

To: Ryan Kona <ryan@motleymodels.com>
Cc: Julia [REDACTED]
[REDACTED] Moz [REDACTED]
Subject: Re: VMG Destination Shoots - Emily Willis & Kenzie

Ok got it , may we know what the agency fees are ?

Thank you
Jana

017114

~~CONFIDENTIAL~~
Page ID #5286

On Mon, Jan 31, 2022 at 17:26 Ryan Kona <ryan@motleymodels.com> wrote:
They do not

Ryan Kona
Talent Agent
702-528-5980
Ryan@motleymodels.com

From: Jana [REDACTED] >
Sent: Monday, January 31, 2022 2:19:23 PM

To: Ryan Kona <ryan@motleymodels.com>

Cc: Julia [REDACTED]

[REDACTED] Moz [REDACTED]

Subject: Re: VMG Destination Shoots - Emily Willis & Kenzie

Thank you , do these rates include agency fees as well ? So we can budget accordingly

Best,

Jana

On Mon, Jan 31, 2022 at 15:52 Ryan Kona <ryan@motleymodels.com> wrote:
Emily rates are as follows:

BGG 2200
BBGGA 3k

Kenzie has a contracted rate with Vixen 5k per scene regardless of what it is

Ryan Kona
Talent Agent
702-528-5980
Ryan@motleymodels.com

From: Jana [REDACTED]
Sent: Monday, January 31, 2022 5:50:31 AM

To: Ryan Kona <ryan@motleymodels.com>

Cc: Julia [REDACTED]

[REDACTED] Moz [REDACTED]

Subject: Re: VMG Destination Shoots - Emily Willis & Kenzie

Thank you for confirming the dates , could you kindly also confirm the rates for each model for the scenes proposed ?

Kind regards,
Jana

On Sun, Jan 30, 2022 at 16:56 Ryan Kona <ryan@motleymodels.com> wrote:
Yes those dates are good

Ryan Kona
Talent Agent
702-528-5980
Ryan@motleymodels.com

From: Jana [REDACTED]
Sent: Sunday, January 30, 2022 1:46:50 PM
To: Ryan Kona <ryan@motleymodels.com>
Cc: Julia [REDACTED]

[REDACTED] Moz [REDACTED]

Subject: Re: VMG Destination Shoots - Emily Willis & Kenzie

Hi,

Not sure I understand - we are waiting to hear back if the dates we gave you for Emily and Kenzie are good for them to travel on :)

017115

We would like to have their availability confirmed.

Thank you ,

Jana

On Sun, Jan 30, 2022 at 16:40 Ryan Kona <ryan@motleymodels.com> wrote:
Juse wanted to follow up with you that Dates for Kenzie and Emily work

Ryan Kona
Talent Agent
702-528-5980
ryan@motleymodels.com

From: Jana [REDACTED]
Sent: Saturday, January 29, 2022 5:49:00 AM
[REDACTED] >
Cc: Julia [REDACTED] Ryan Kona
<ryan@motleymodels.com>
Subject: Re: VMG Destination Shoots - Emily Willis & Kenzie

Hi Ryan!

And nice to virtually meet you.

Previously Norbert was arranging the booking for Julia , I will be staying in communication from now on :)

Emily Willis had previously worked with Julia twice already and we are looking forward to having her back on our production.

We would need Emily to travel to Dominican Republic on 28th of February (latest March 1)
Earlier is better so she can rest up and adjust to local time.
She would have a scene on March 2, for Vixen BGG, with Eve Sweet (contract model for vixen) and Christian Clay.
Next scene on March 4 will be Tushy, BBGG-A anal scene with Stefany Kyler, Christian Clay and Alberto Blanco.
If possible her return should be on March 6, as there are many unpredictable conditions such as weather or other models having issues which would require us to have some more time to finish everything, photos and story parts.
Please would you kindly confirm her rates for both Vixen and Tushy scenes.

For Kenzie
Scenes are in Turks & Caicos
We would like to have her flying in on March 25th (latest 26)
She will have a Tushy anal scene on 27th March with Liya Silver and Christian Clay.
Next scene is on 28th of March , Blacked BBG with Aaron Rock and Jack Rippher.
She can fly out on 29th of March.
Please kindly confirm her rates for these scenes.

Our production is taking care of accommodations, air port pick ups, we have our own chef preparing meals all day everyday.

If there are any dietary restrictions please kindly let us know.

Once the availability and rates are confirmed, we would like to proceed with booking the flights as soon as possible - We can send you some flight options first.

Please let me know if you have any further questions.

Kind regards,

Jana [REDACTED]
[REDACTED]

On Fri, Jan 28, 2022 at 16:25 [REDACTED] Moz [REDACTED] > wrote:

Ryan

Let me introduce you to Julia Grande & Jana from our European Production Team.

I told you about an upcoming trip we are planning, we would like to have both Emily Willis & Kenzie be a part of.

Julia & Jana will coordinate all aspects of the booking including:

- Testing Requirements
- Travel
- Accommodations
- Meals
- Type of shoot(s)
- Rates
- Wardrobe
- Performer Payment
- Agency fees

Looking forward to working on this, please let me know if I can be of any assistance.

Respectfully,

[REDACTED]
[REDACTED]

EXHIBIT 62



VIXEN x EATS KENZIE DEBUT

The style of this very high-end luxury art porn fuses a sophisticated, elevated look with Kenzie's insatiable desire for pleasure, very explicit sex, and making bodies look like the slickest, shiniest car commercial trapped inside a music video. While this is the Fantasy, the Vixen brand always has a story to set everything up. I think Kenzie's real-life story is great - simultaneously a fashion model and secret cam girl - until she decided one day to say fuck it and just shoot porn. I imagine a set up where (hypothetically) Gianna and Naomi are getting ready for an elegant event (award show), wearing evening gowns. Chic. Yves Saint Laurent vibes. Red lips. Glossy red nails. Naomi's friend Kenzie is going to pick them up in her Uber Black so they can all go to the event together. Since Gianna hasn't met Kenzie yet, she asks Naomi to tell her a little more about her. Naomi takes out her phone and shows her Kenzie's Instagram, explaining that she wants to get into porn and it will be fun for two pro's to give her advice. As the doorbell rings, Gianna asks (not in a bitchy way) if she's got what it takes to really make it. After all, it's not all about good looks...

Kenzie enters and the three look gorgeous together. "So this is the fashion model that wants to do porn?" Gianna asks. Let's just say that they leave the Uber in the driveway for the next hour as Gianna and Naomi initiate Kenzie to see if she's got what it takes. This is a set up to have Kenzie need to "prove" herself to both Gianna and Naomi. I want to infuse an element of the Spectacular so this is the Superbowl of G/G films. What I'm talking about are a lot of interesting, super fetish-y set-ups to constantly excite viewers. I imagine the sex to have a tinge of Andrew Blake...high heels and pearl necklaces stay on the whole time. One of the girls may simply hike up her dress but leaves it on. Kenzie ravages Gianna and Naomi in impressive fashion but the initiation isn't complete. The girls need to see how far this fashion model will take it. Gianna and Naomi brandish dildos, Kenzie shows them her impressive skills at blow jobs, and the two treat Kenzie to a dildo double-penetration in a final, memorable scene. In a perfect world this would be done with Kenzie standing, her hands steadying her while she holds onto a chandelier. We can work on this more if this isn't a possibility, but whatever the art direction, it should be clear to everyone by the end of this scene that Kenzie is certainly ready for the big stage...

Eats



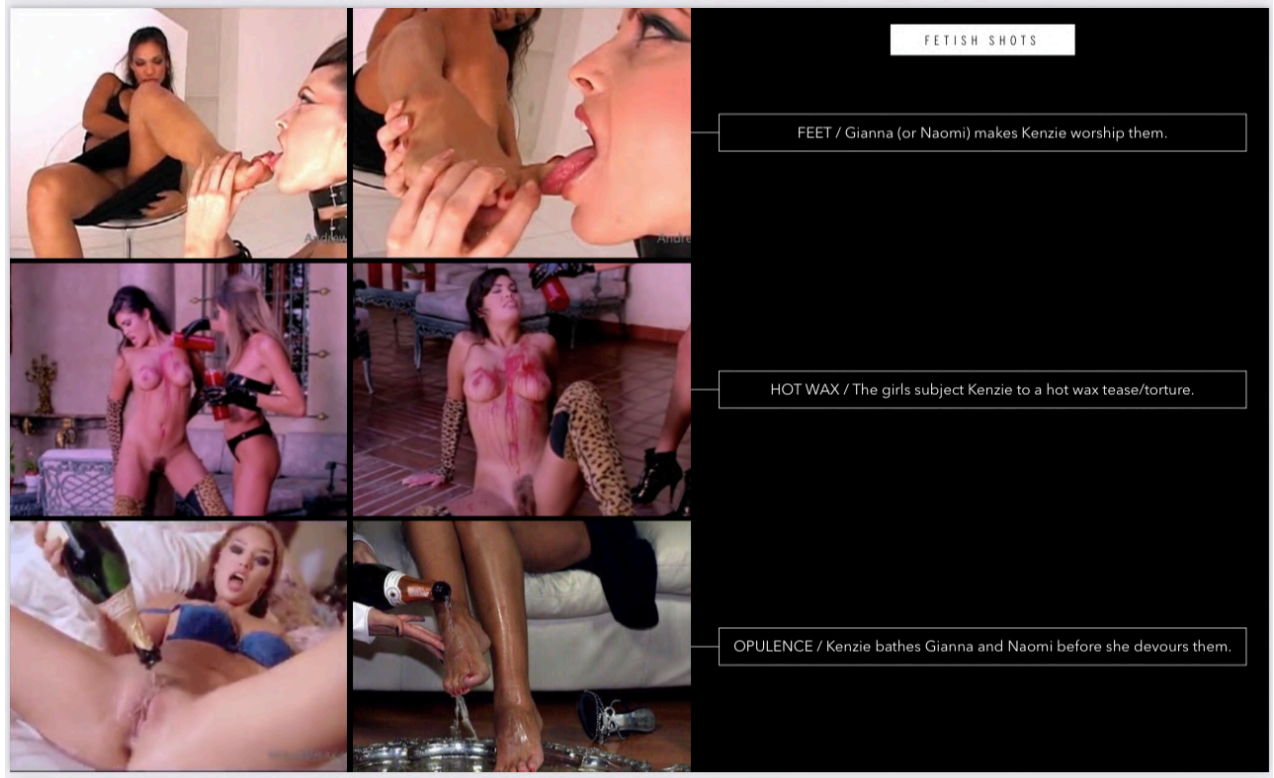
VIXEN MOOD BOARD

I put together a mood board for both Vixen and Blacked with the Look & Feel + some key shot ideas. A couple of these things can be revised/massaged based on logistics, costs, etc. Please consider the following as suggestions, a springboard to work from...

Eats



017301



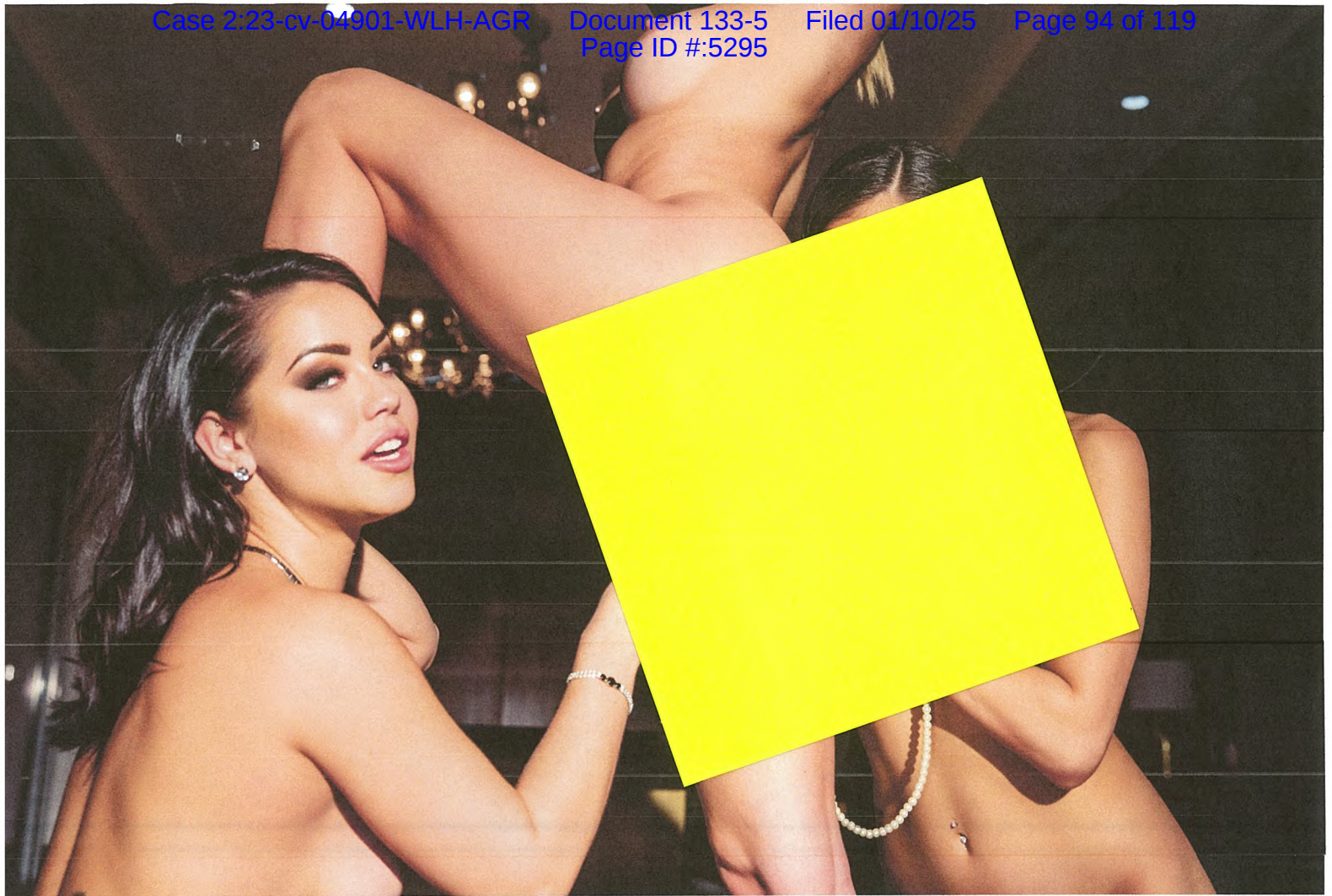
[REDACTED]

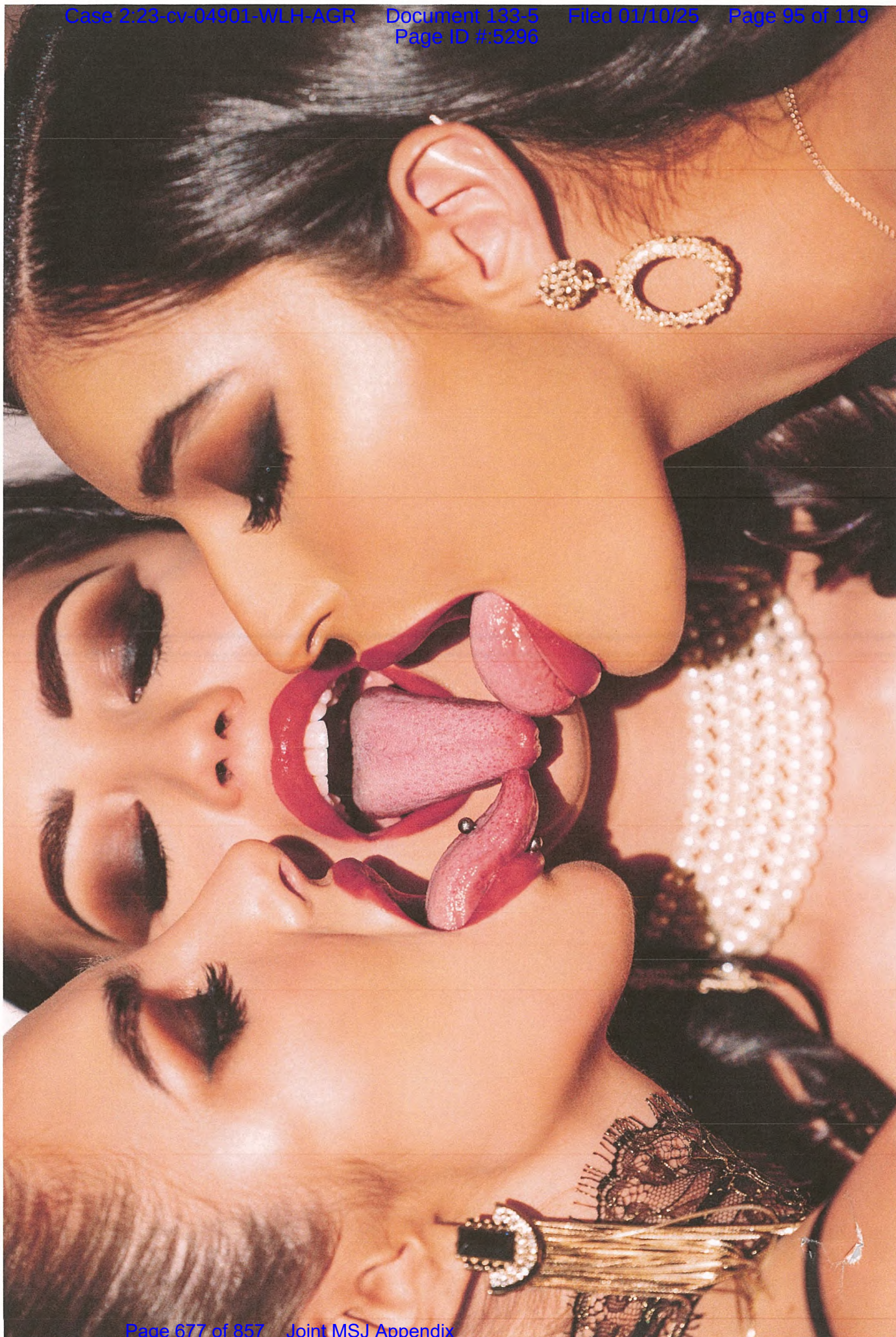


6

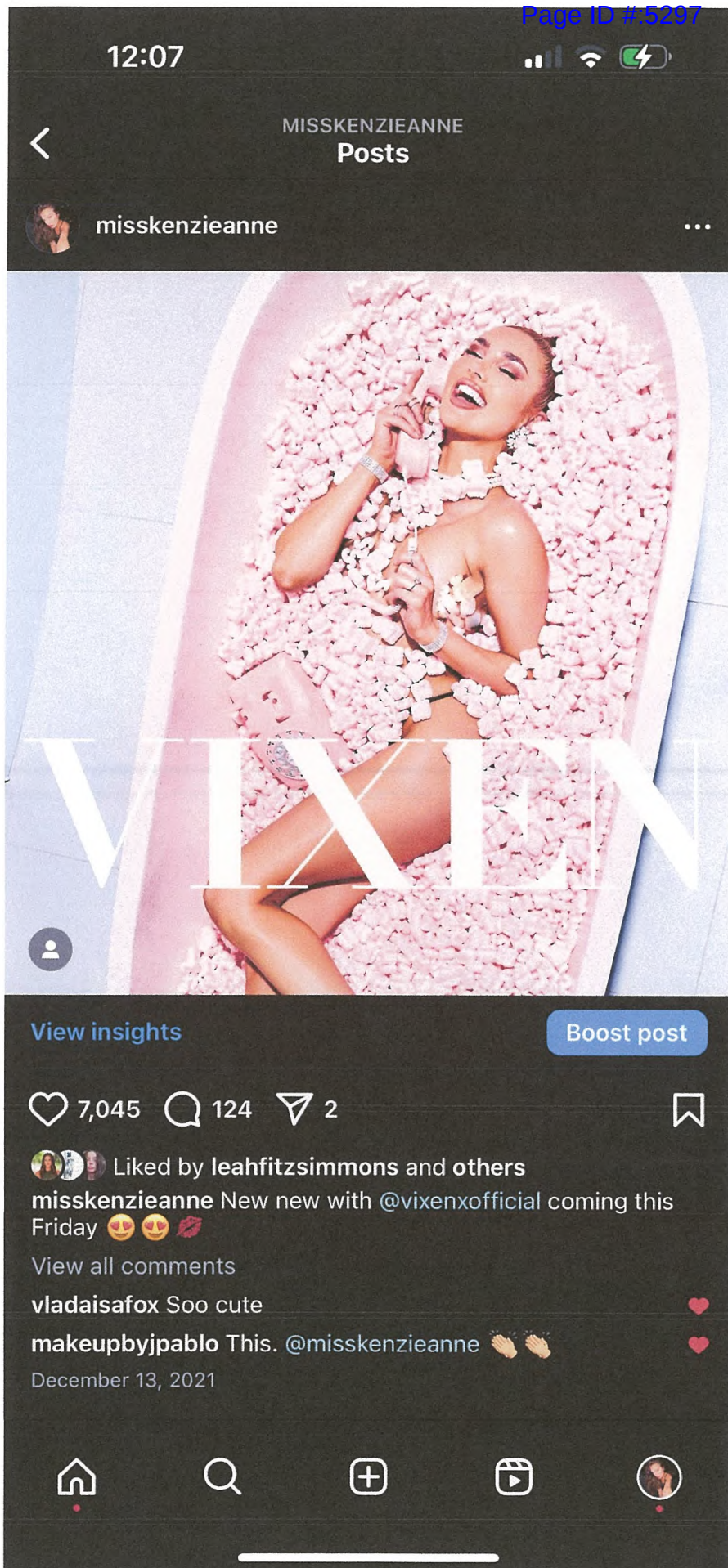
EXHIBIT

6





9



EXHIBIT

9

10



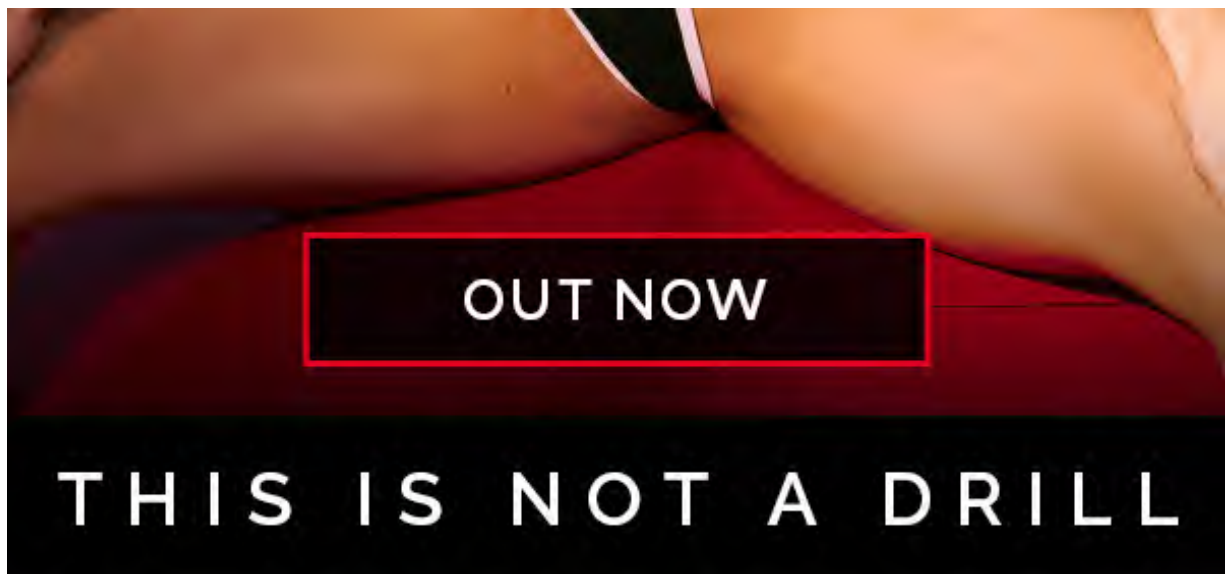
From: Mike Miller [REDACTED]
Subject: Fwd: BLACKED [REDACTED] KENZIE ANNE DEBUT [REDACTED]
Date: August 19, 2024 at 1:58 PM
To: Emilie [REDACTED]

----- Forwarded message -----

From: BLACKED.com [REDACTED] >
Date: Sat, May 22, 2021 at 2:56PM
Subject: BLACKED [REDACTED] KENZIE ANNE DEBUT [REDACTED]
To: [REDACTED] >



~~CONFIDENTIAL~~
Page ID #5300

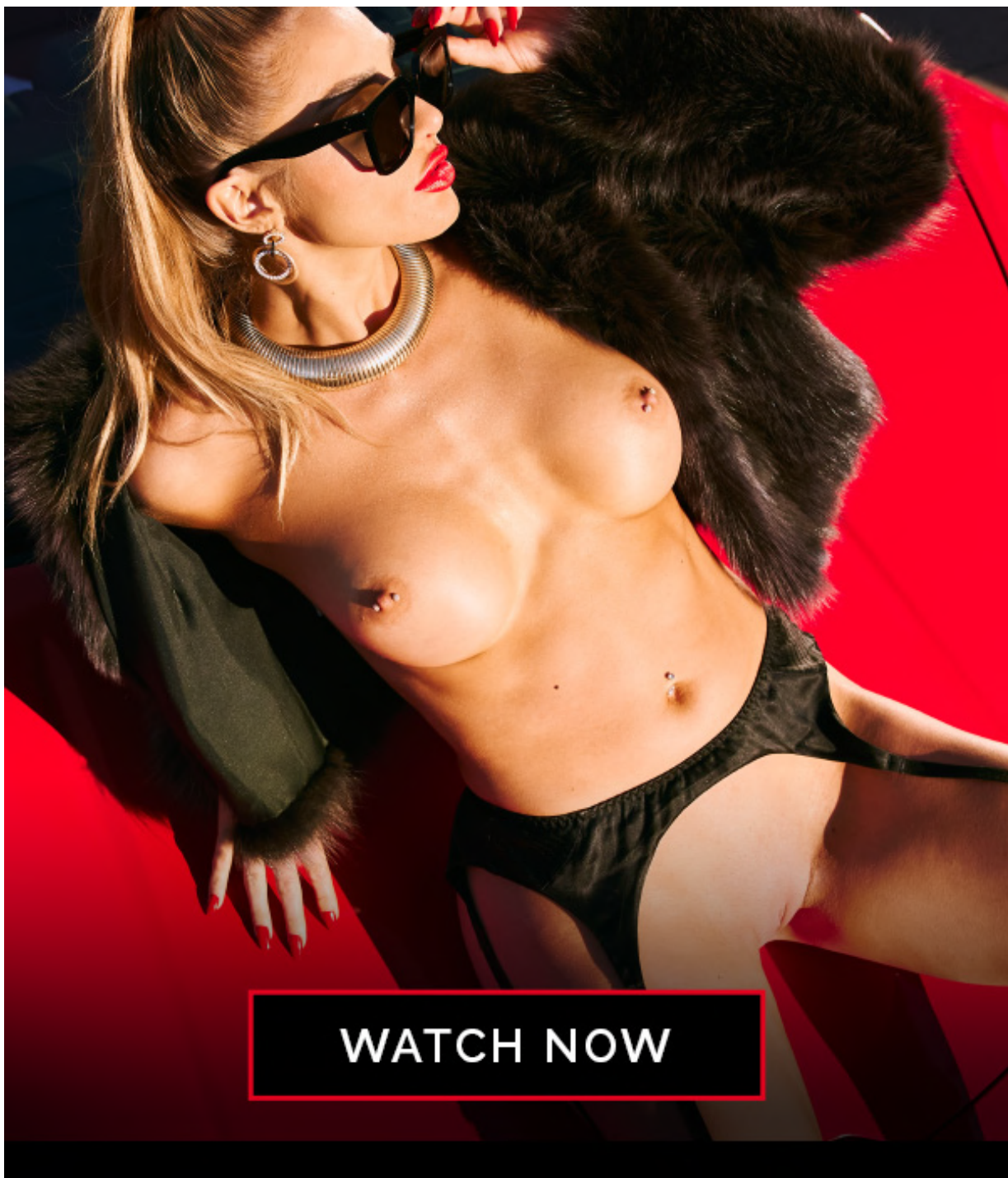




GAME CHANGING DEBUT



000016



BLACKED



EXHIBIT

2



EXHIBIT

3



IMG_4668.JPG

9/18/24, 9:12 AM

EXHIBIT

4

EXHIBIT 63

Vixen Angel - Kenzie Anne -		
Tasks	Assigned To	Amount:
Invisible House - J tree	Steph	\$6,782.00
Ruby Rental - Accessories	Haley	\$1,000.00
Props/equipment	Mark	\$441.00
Airbnb for night before	Steph	\$1,331.00
Food and misc supplies	Steph	\$438.26
CREW		
Kenzie	Confirmed	\$0.00
Ashley - AJK - Photo	Confirmed	\$2,000.00
Lex - Video	Confirmed	\$2,500.00
Zaccary [REDACTED] - Lex pa	Confirmed	\$0.00
HMUA - Mel	Confirmed	\$650.00
Steph - Art	Confirmed	\$0.00
Matt - Creative	Confirmed	\$0.00
Haley - Stylist	Confirmed	\$0.00
Braxton - Stylist	Confirmed	\$0.00
	Total:	\$15,142.26

Provide transportation to Braxton and wardrobe		x
Spf		x
Umbrellas	Steph	X
Crafty		
Reflectors		
Hose		
Polaroid camera and film	Steph	X
Angel necklace		
silk robe/slippers		X
Large Cooler and ice		
Mark lighting kit		
Silk? 10 x 10		
shiny board reflectors on a stand		
trash bags		
broom		
towels for pool		
toilet paper		

Shoot - Sept 8**Notes:**[41d4e1000e873af9](#)

8198 Uphill Road, Joshua Tree, CA 92

[&source impression id=p3 1630434407 7E7%2F](#)

61424 Latham Trail, Joshua Tree, CA 92252, L

Ashlee [REDACTED]

Lexington [REDACTED]

KENZIE ANNE - ANNOUNCEMENT - SEPT 26, 27 & 28

ANGELS			
KENZIE ANNE			
SCARLIT SCANDAL			
AMIA MILEY			
RILEY STEELE			
NATALIA STARR			
MIA MALKOVA			
CONTENT TEAM		Days / Submit	Rate
AZZY	HMUA	1	\$650.00
KEVIN	PHOTO/VIDEO	1	\$2,800.00
ROB		1	
MAEGAN			
Steph			
Mal			
Mark			
Sean			
KATHERINE			
ANNOUNCEMENT			
VENUE	HOTEL (XYZ)	1	\$1,976.45
VIXEN GIRLS		3	\$500.00
VIXEN GIRLS ACTVATION			
FOOD & BEVERAGE			
HOSTED MEAL / EVENT			
CHAMPAGNE TOWER			
GIANT CHAMPAGNE GLASS			
V floaties			
Luxe bites cones w/ VA stickers			
KENZIE BALLOONS			TOTAL

ROSES

SPA TREATMENTS

https://www.boatsetter.com/boats/zftmhzh?min_capacity=12&pos=33&start_period=2022-09-28&end

Licensed captain and crew members, Fuel

Total	Notes:
\$650.00	
\$2,800.00	
\$0.00	
\$0.00	
\$0.00	
\$1,976.45	
\$1,500.00	
\$0.00	
\$0.00	
\$6,926.45	

[period=](#)

KENZIE ANNE - ANNOUNCEMENT - SEPT 26, 27 & 28

ANGELS			
KENZIE ANNE			
SCARLIT SCANDAL			
AMIA MILEY			
RILEY STEELE			
NATALIA STARR			
MIA MALKOVA			
CONTENT TEAM		Days / Submit	Rate
AZZY	HMUA	1	\$650.00
KEVIN	PHOTO/VIDEO		\$2,800.00
ROB			
ERIC			
MAEGAN			
Steph			
Mal			
Mark			
Sean			
KATHERINE			
ANNOUNCEMENT			
BOAT - 4 HOURS (jncludes fees)		1	\$10,565.00
VIXEN GIRLS		3	\$500.00
CHEF PREP DAY AND SHOOT DAY		1	\$1,000.00
TIP		1	\$1,900.00
Luxe bites cones w/ VA stickers			
KENZIE BALLOONS			
ROSES			

https://www.boatsetter.com/boats/zftmhzh?min_capacity=12&pos=33&start_period=2 **TOTAL**

Licensed captain and crew members, Fuel

Sunset 641pm

Free cancellations until 30 days before the booking start date.50% refund for cancellations between 1

Total	Notes:
\$650.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$10,565.00	
\$1,500.00	
\$1,000.00	
\$1,900.00	

\$15,615.00

4-30 days before the booking start date.Cancellations within 14 days of the booking start date are non-refundal

KENZIE ANNE - ANNOUNCMENT - SEPT 26, 27 & 28

ANGELS			
KENZIE ANNE			
SCARLIT SCANDAL			
AMIA MILEY			
RILEY STEELE			
NATALIA STARR			
MIA MALKOVA			
CONTENT TEAM		Days / Submit	Rate
AZZY	HMUA	1	\$650.00
KEVIN	PHOTO/VIDEO		\$2,800.00
ROB			
ERIC			
MAEGAN			
Steph			
Mal			
Mark			
Sean			
KEEGAN?			
KATHERINE			
ANNOUNCEMENT			
BOAT - 6 HOURS (jncludes fuel)		1	\$16,500.00
VIXEN GIRLS		5	\$500.00
CHEF PREP DAY AND SHOOT DAY			
TIP			\$3,000.00
Luxe bites cones w/ VA stickers			
ROSES			

TOTAL

Free cancellations until 5 days before the booking start date.50% refund for cancellations between 2-

Total	Notes:
\$650.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$16,500.00	
\$2,500.00	
\$0.00	
\$0.00	

https://www.boatsetter.com/boats/dqnqlbv?min_capacity=12&pos=34&start_pe

\$19,650.00

5 days before the booking start date. Cancellations within 2 days of the booking start date are non-refundable.

Vixen Angel - Kenzie AI

Talent	Assigned to	Rate
Kenzie Anne		
Scarlit Scandal		\$500.00
Emily Willis		\$500.00
Uma Jolie		\$500.00
Kira?		\$500.00
		\$500.00
		\$500.00
		\$500.00
		\$500.00
CREW	Responsibilites	
Steph	Event direction	\$0.00
Matt	Content creation and share lead	\$0.00
Eric	Photographer	\$0.00
Azzy	HMUA	\$650.00
Kevin	Video	
Mallory		
Haley & Braxton		
Task	Assigned To:	
Drinks (pink)	Steph	
Bartenders	Steph	
Vixen red carpet & step and repeat	Mark	
Vixen Neon	Mark	
Wardrobe	Haley & Braxton	
Propane Tank for heater	Gabe	
CC Macaroons	Steph	
Sugarfish	Steph	

pink mirror \$4,150.00
 pink napkins
 floor
 sheet curtians
 couch or round bed
 fuzzy pillows
 chair
 pink latex
 branded bubble gum and machine
 cotton candy
 pink chandleier
 outside asteras - pink

Event

Confirmed	Notes	Call time
X		
X		
X		
X		
X		
X		
X		
X		
	pink lemonade and champagne	
X		
X	in house	
X	in house	
	cake pops, cupcakes, macaroons, pink dipper strawberries	